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Tx:4087060**2019-05710****KAREN L. MILLER**
LASALLE COUNTY RECORDER
OTTAWA, IL**RECORDED ON**
05/16/2019 10:33 AM**PAGES: 25****PLAT ACT: 0****REC FEE 58.00****This instrument was prepared by:**

Name: Richard M. Murawski, Associate Regional Counsel
Address: Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

Please return this instrument to:

Name: Richard M. Murawski, Associate Regional Counsel
Address: Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this 6th day of May, 2019, by and among the City of Ottawa and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. **Property and Grantor.**

- A. **Property:** The real property subject to this Environmental Covenant is Guion Street South of East Lafayette Street and a portion of the East Lafayette Street in Ottawa, LaSalle County, Illinois and is legally described in Appendix A, hereinafter referred to as the "Property" or "Guion Street Property". The Property is part of the Ottawa Radiation Areas National Priorities List (NPL) Site with a Comprehensive Environmental Response, Compensation and Liability Act Identification/Spill number of ILD980606750.

B. Grantor: The City of Ottawa, a municipal corporation, is the current fee owner of the Property and is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is 301 W. Madison, Ottawa, IL 61350.

3. Holders (and Grantees for purposes of indexing).

A. Illinois Emergency Management Agency (Illinois EMA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EMA, Division of Nuclear Safety, is 1035 Outer Park Drive, Springfield, Illinois 62704.

B. Illinois Environmental Protection Agency (Illinois EPA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.

C. The City of Ottawa is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. The mailing address of the City of Ottawa is 301 W. Madison, Ottawa, IL 61350. Regardless of any future transfer of the Property, the City of Ottawa shall remain a Holder of this Environmental Covenant. The City of Ottawa is to be identified as both Grantee and Grantor for purposes of indexing.

4. Agencies. The Illinois EMA, Illinois EPA and the U.S. Environmental Protection Agency (U.S. EPA) are "Agencies" within the meaning of Section 2 of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. Environmental Response Project and Administrative Record.

A. This Environmental Covenant arises under an environmental response project as defined in Section 2 of UECA.

B. The Property is part of the NPL1 subarea of the Ottawa Radiation NPL Site (the Site or NPL Site), which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983.

C. Appendix B provides a map of U.S. EPA's sampling results that exceed 6.2 pCi/g radium-226 on the Property. During 2006-2007, U.S. EPA took 14 soil borings along the west and east sides of the Guion Street portion of the Property, which U.S. EPA identified as Area E of NPL 1 subarea of the Ottawa Site. One of these soil samples showed 176 pCi/g radium-226 at a depth of 9-10 feet. Also during 2006-2007, U.S. EPA observed radium-226 contamination underneath the sewer line on the Guion Street portion of the Property. In 2008, U.S. EPA conducted a pilot study field investigation to further delineate the area of radium-226 contamination beneath Guion Street. A total of 58 soil borings were advanced beneath and along

Guion Street and the corridor extending south of Guion Street to the Fox River. Radium-226 did not exceed the cleanup level of 6.2 pCi/g in any of the 55 investigative soil samples taken in 2008. During supplemental remedial investigations, radium-226 was detected in soil south of Lafayette Street from 8 to 12 feet below ground surface (bgs) at concentrations up to 61.2 pCi/g. U.S. EPA's Pilot Study (2009) for the NPL-1 Guion Street area notes that historical fill material is present through much of the Property and up to 20 feet bgs in the northwestern portion of the Property. In many areas a 2-foot thick layer of clay fill was encountered above the historical fill. The historical fill material consists primarily of slag, ash, cinder, brick, wood and general debris, as well as natural soils and aggregates which may be contaminated with radium-226. At the time of this environmental covenant, the Guion Street portion of the Property is used as a road with at least a 6-inch road base layer and 0.5 inch thick tar and chip layer. U.S. EPA's risk assessment has indicated that the current road use or future recreational use would be protective provided a current or equivalent cover is maintained. In a Record of Decision ("ROD") signed by the U.S. EPA Region 5 Superfund Division Director, U.S. EPA approved a plan for environmental remediation of the Site. The following land uses exceed U.S. EPA's acceptable risk range: residential (basement and slab-on-grade construction), indoor industrial/commercial worker (basement and slab-on-grade construction), and outdoor industrial/commercial worker (mixed soil 0 to 10 feet bgs). Recreational use on the Property is within U.S. EPA's acceptable risk range. The remedial action plan requires implementation and compliance with land and groundwater activity and use limitations at the Property in order to prevent unacceptable exposures from radium-226 remaining at the Site.

D. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the Site.

E. The Administrative Record for the environmental response project at the Ottawa Radiation Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Blvd, Chicago, Illinois 60604. Persons may also contact FOIA Officer, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 for information concerning the Site.

6. **Grant of Covenant. Covenant Runs With The Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property:

- A. Prohibit excavation of soil on the Property below 2 feet bgs unless the excavation is conducted pursuant to an U.S. EPA- or IEMA-approved work plan and such material is tested for radium-226 and disposed of in accordance with applicable regulations;

- B. Maintain a clean cover of at least 6.5 inches (e.g. 6-inch road base and 0.5 inch tar inch thick tar and chip or 6.5 inch vegetated soil layer) on the Property;
 - C. Prohibit construction of any building on the Property;
 - D. Prohibit any indoor use on the Property;
 - E. Prohibit residential use of the Property;
 - F. Prohibit uses inconsistent with either a public roadway or recreational land use on the Property; and
 - G. Follow procedures set forth in Appendix E if maintenance is required on sewer lines located on the Property.
- H. Grantor also wishes to prohibit use of groundwater on the Property.

8. **Right of Access.** Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EMA and U.S. EPA entering and having continued access at reasonable times to the Property for the following purposes:

- A. Implementing, operating and maintaining the environmental response project described in paragraph 5 above;
- B. Monitoring and conducting periodic reviews of the environmental response project described in paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;
- C. Verifying any data or information submitted to U.S. EPA or Illinois EMA by Grantor and Holders; and
- D. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the environmental response project described in paragraph 5 above or of any Federal or State environmental laws or regulations;

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA and Illinois EMA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), RCRA or other Federal and State law.

9. **Reserved rights of Grantor:** Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. Future Conveyances, Notice and Reservation:

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF LASALLE COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, THE ILLINOIS EMERGENCY MANAGEMENT AGENCY AS A UECA HOLDER, THE ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. Grantor agrees to provide written notice to Illinois EPA, Illinois EMA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new owner in fee, and the portion of the Property conveyed to that owner.

12. Enforcement and Compliance.

A. **Civil Action for Injunction or Equitable Relief.** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. the Illinois Emergency Management Agency;
- ii. the Illinois Environmental Protection Agency;
- iii. the Holders of the Environmental Covenant;
- iv. the U.S. Environmental Protection Agency; and
- v. the City of Ottawa, Illinois.

B. **Other Authorities Not Affected. No Waiver of Enforcement.** All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA, Illinois EPA or Illinois EMA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EMA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA, Illinois EPA and Illinois EMA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term

of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA, Illinois EPA or Illinois EMA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA, Illinois EPA or Illinois EMA.

C. Former Owners And Interest Holders Subject to Enforcement. A fee owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner or other person which occurred during the time when the owner or other person was bound by this Environmental Covenant regardless of whether the owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

13. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. Representations and Warranties: Grantor hereby represents and warrants to the Illinois EPA, Illinois EMA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully the owner of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on **Appendix C** attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Grantor will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on **Appendix C**.

15. Amendment or Termination. Except the Illinois EMA, Illinois EPA and U.S. EPA, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EMA, U.S. EPA and the current owner of the fee simple of the Property, unless waived by the Agencies. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant.

16. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

City Clerk, City of Ottawa
301 W. Madison
Ottawa, Illinois 61350

To Holder:

Illinois Emergency Management Agency
Division of Nuclear Safety
1035 Outer Park Drive
Springfield, Illinois 62704

To Agencies:

For U.S. EPA:

U.S. Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, Illinois 60604

U.S. Environmental Protection Agency
Regional Counsel
Mail Code: C14-J
77 West Jackson Boulevard
Chicago, Illinois 60604

For Illinois EMA:

Illinois Emergency Management Agency
Division of Nuclear Safety
1035 Outer Park Drive
Springfield, Illinois 62702

For Illinois EPA:

Illinois Environmental Protection Agency
Division of Legal Counsel
Attn: Uniform Environmental Covenant Counsel
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

17. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this

Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to owner in fee any termination, amendment or modification of this Environmental Covenant, the owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EMA;
- ii. the Illinois EPA;
- iii. the U.S. EPA;
- iv. each person holding a recorded interest in the Property, including those interests in Appendix C;
- v. each person in possession of the Property; and
- vi. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the owner in fee shall transmit a copy of the document in recorded form to the persons listed in items i to vi above.

18. Compliance Reporting. The Owner shall submit to Illinois EPA reports that include confirmation of compliance with the Activity and Use Limitations provided in Paragraph 7 herein. The Owner shall notify the U.S. EPA, Illinois EPA and Illinois EMA as soon as practicable of any actions or conditions that would constitute a breach of the Activity and Use Limitations contained in Paragraph 7 herein. Additionally, the Owner is required to submit to Illinois EPA, on an annual basis on the date of recording of this instrument, the following certification statement:

“I certify under penalty of law that the specific Activity and Use Limitations identified in Paragraph 7 of the Uniform Environmental Covenant for the Guion Street Property of the Ottawa Radiation Areas NPL Site remain in place. I am aware that any person who knowingly makes a false, fictitious, or fraudulent material statement to the Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)(8)).”

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA, Illinois EMA and U.S. EPA, whichever is later.

21. List of Appendices:

- Appendix A – Legal Description**
- Appendix B – Map of Sample Results Taken from the Property**
- Appendix C – Location of Sewer Lines on the Property**
- Appendix D – List of Recorded Encumbrances**
- Appendix E – Health and Safety Protocol for Sewer Line maintenance on Property**

Signature Pages Follow

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

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21. List of Appendices:

Appendix A – Legal Description

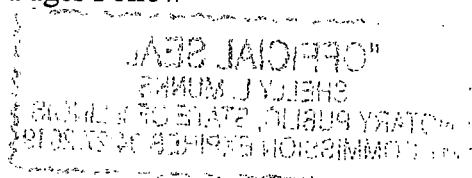
Appendix B – Map of Sample Results Taken from the Property

Appendix C – Location of Sewer Lines on the Property

Appendix D – List of Recorded Encumbrances

Appendix E – Health and Safety Protocol for Sewer Line maintenance on Property

Signature Pages Follow



FOR THE ILLINOIS EMERGENCY MANAGEMENT AGENCY

By *Alicia Tate-Nadeau* (signature)

Alicia Tate-Nadeau, Acting Director
Illinois Emergency Management Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on 14 Feb 19, 2019, by
Alicia Tate-Nadeau, the Acting Director of the Illinois Emergency Management Agency, a state
agency, on behalf of the State of Illinois.

Lisa M Desai (signature)
Notary Public
My Commission Expires 7-7-19




FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By  (signature)

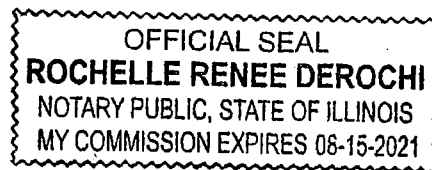
John J. Kim, Acting Director
Illinois Environmental Protection Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on March 11, 2019, by
John J. Kim, the Acting Director of the Illinois Environmental Protection Agency, a state agency,
on behalf of the State of Illinois.


 (signature)

Notary Public
My Commission Expires 8-15-2021



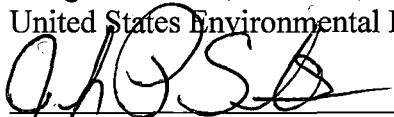
FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

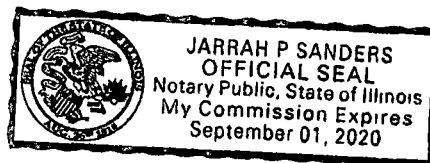
On behalf of the Administrator of the
United States Environmental Protection Agency

By: 
Douglas Ballotti, Director
Superfund & Emergency Management Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on May 06, 2019, by
Douglas Ballotti, Director, Superfund & Emergency Management Division, Region 5 of the
United States Environmental Protection Agency.

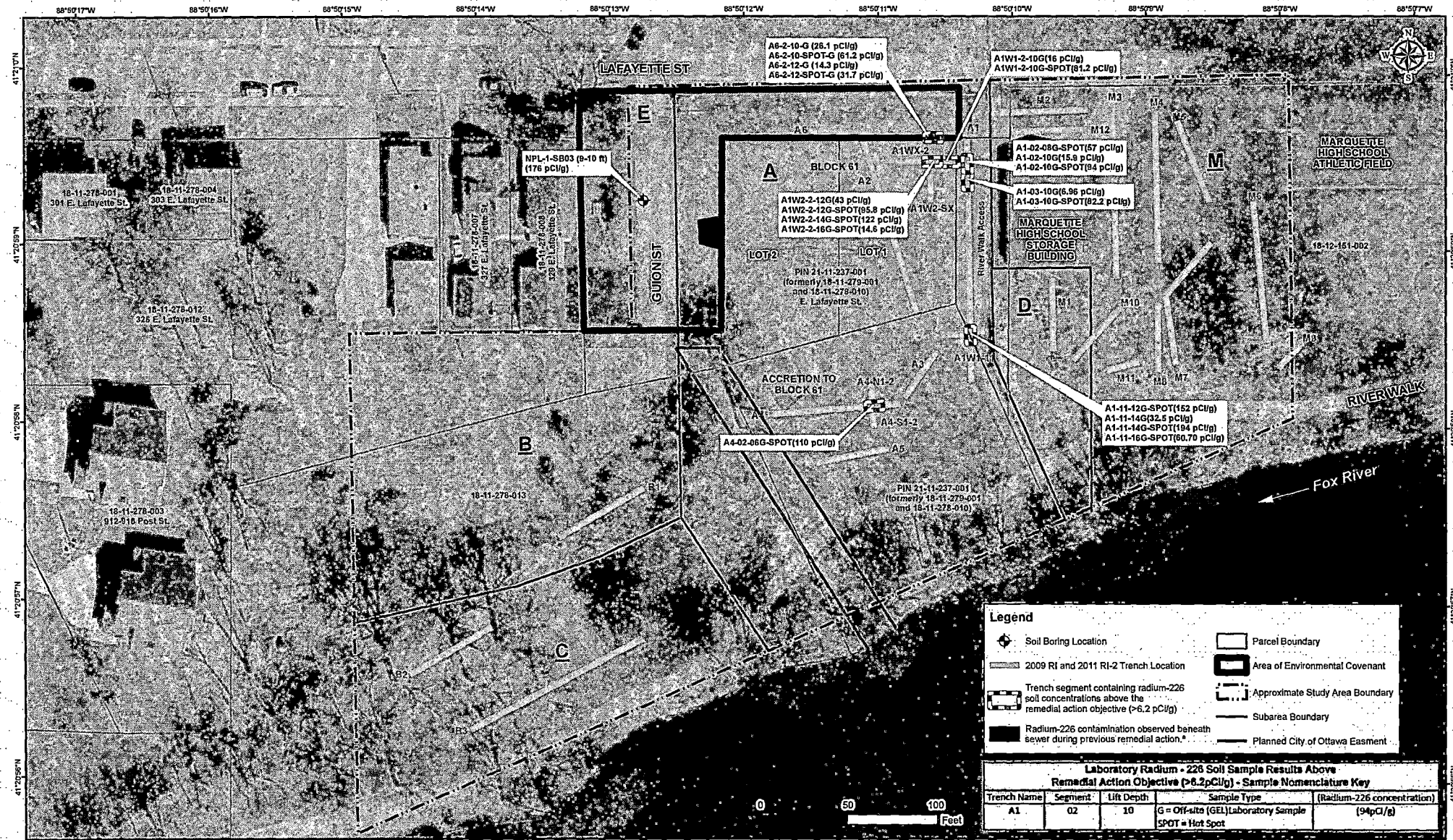
 (signature)
Notary Public
My Commission Expires September 01, 2020



Appendix A - Legal Description

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS ALL THAT PART OF THE SOUTHERLY 40 FEET OF LAFAYETTE STREET, LYING EAST OF THE EAST LINE OF GUION STREET AND WEST OF THE EAST LINE OF SAID SECTION 11, AS CREATED BY AND SET FORTH ON THE PLAT OF STATES ADDITION RECORDED AS H47 IN PLAT CABINET C SLIDE 316, SITUATED IN THE COUNTY OF LASALLE, STATE OF ILLINOIS

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS ALL THAT PART OF GUION STREET 80 FEET IN WIDTH, LYING SOUTH OF THE SOUTH LINE OF LAFAYETTE STREET AND NORTH OF THE NORTH LINE OF THAT PART OF GUION STREET VACATED BY ORDINANCE RECORDED AS DOCUMENT R2003-04794, AS CREATED BY AND SET FORTH ON THE PLAT OF STATES ADDITION RECORDED AS H47 IN PLAT CABINET C SLIDE 316, SITUATED IN THE COUNTY OF LASALLE, STATE OF ILLINOIS



Source: Modified from Orthophotos for Ottawa Area, LaSalle County GIS, Spring 2006.
Reference: * = Weston 2009

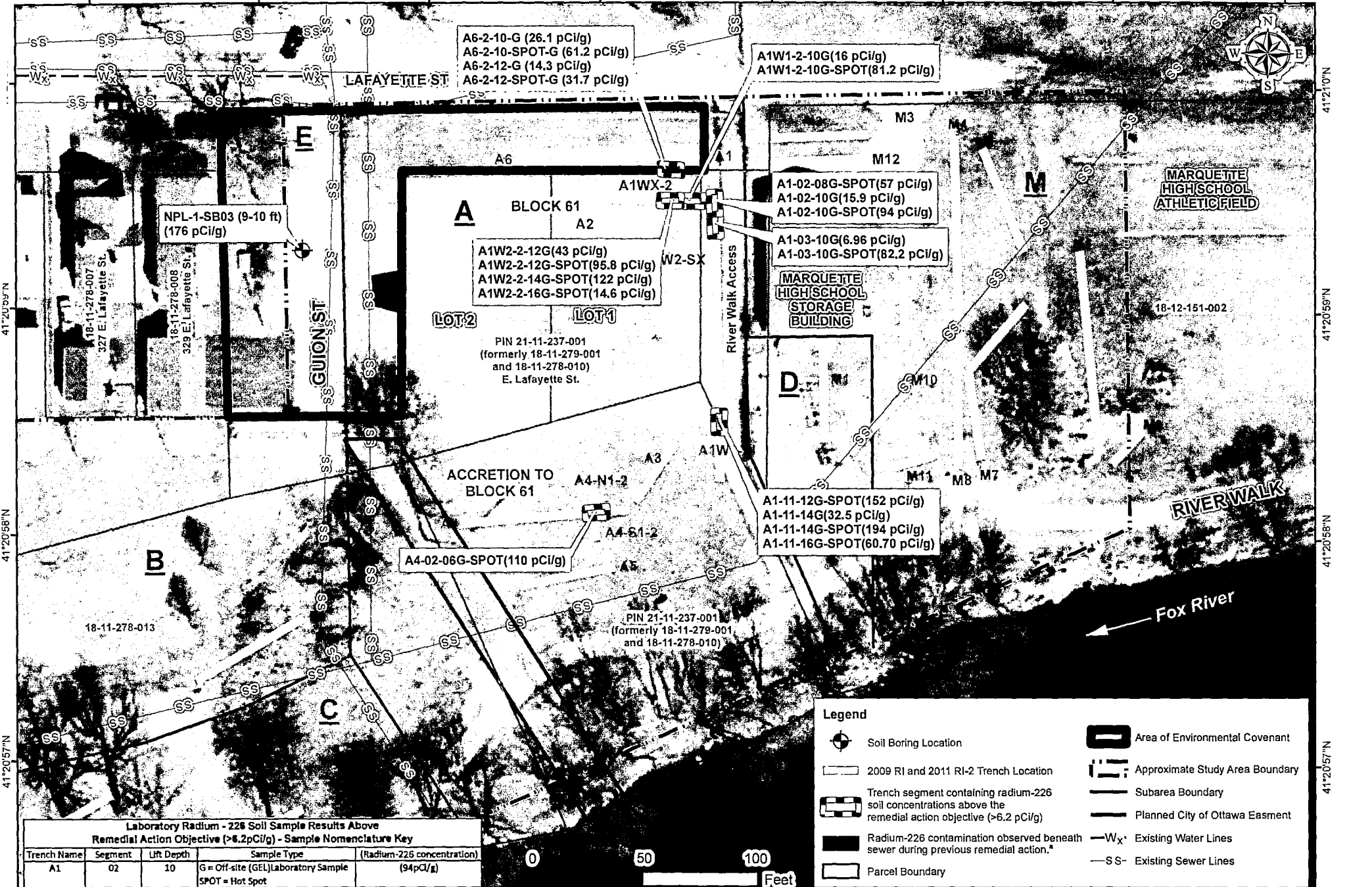
DESIGNED:	K. SCHNOES
DRAWN:	M. BANH
PROJECT NO.	103G1852148
DATE:	NOVEMBER 2012



GUION STREET ENVIRONMENTAL COVENANT
NPL-1 SITE
OTTAWA, ILLINOIS

SCALES:
HORIZONTAL SCALE:
AS SHOWN
VERTICAL SCALE:
N/A

APPENDIX B - MAP OF SAMPLE RESULTS
TAKEN FROM THE PROPERTY



Source: Modified from Orthophotos for Ottawa Area, LaSalle County GIS, Spring 2006.

Reference: " = Weston 2009

DESIGNED: K. SCHNOES

DRAWN: M. BANH

PROJECT NO. 103G1852310

DATE: AUGUST 2017

ST SuITRAC

UNITED STATES
ENVIRONMENTAL PROTECTION

FOCUSED FEASIBILITY STUDY

**NPL-1 SITE
OTTAWA, ILLINOIS**

SCALES:

HORIZONTAL SCALE:
AS SHOWN

VERTICAL SCALE:
N/A

**APPENDIX C
LOCATION OF SEWER LINES
ON THE PROPERTY**

Appendix D – List of Recorded Encumbrances on the Property

- SCHEDULE B Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2016 and thereafter.

Taxes for the property in question are not currently being assessed nor taxed by the County of La Salle. Due to this we reserve the right to raise any additional exceptions that may be deemed necessary.

PERMANENT TAX NUMBER: No PIN assigned

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.

3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): No PIN assigned
8. Possible unrecorded easements for utilities and/or actual utilities lying within the street described herein, and the rights of the public or quasipublic utility companies to improve, repair or maintain said poles, conduits, pipes, sewers, etc.
9. Interest of David A. Harmon and Lorraine M. Harmon in and to part of the subject property by use occupation or otherwise. We find that a large portion of Guion Street is being occupied by the above adjacent property owners and used as a means of ingress and egress and possibly for utility purposes. If access (or utility lines) to this property will be affected by any acquisition of, change of use, or closure of Guion Street, the interests of these individuals should be addressed.
10. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly executed resolutions, authorizing the execution of the documents of transfer or easement grant.

End Schedule B

APPENDIX E

HEALTH AND SAFETY PROTOCOL

UTILITY MAINTENANCE

GUION STREET ENVIRONMENTAL COVENANT

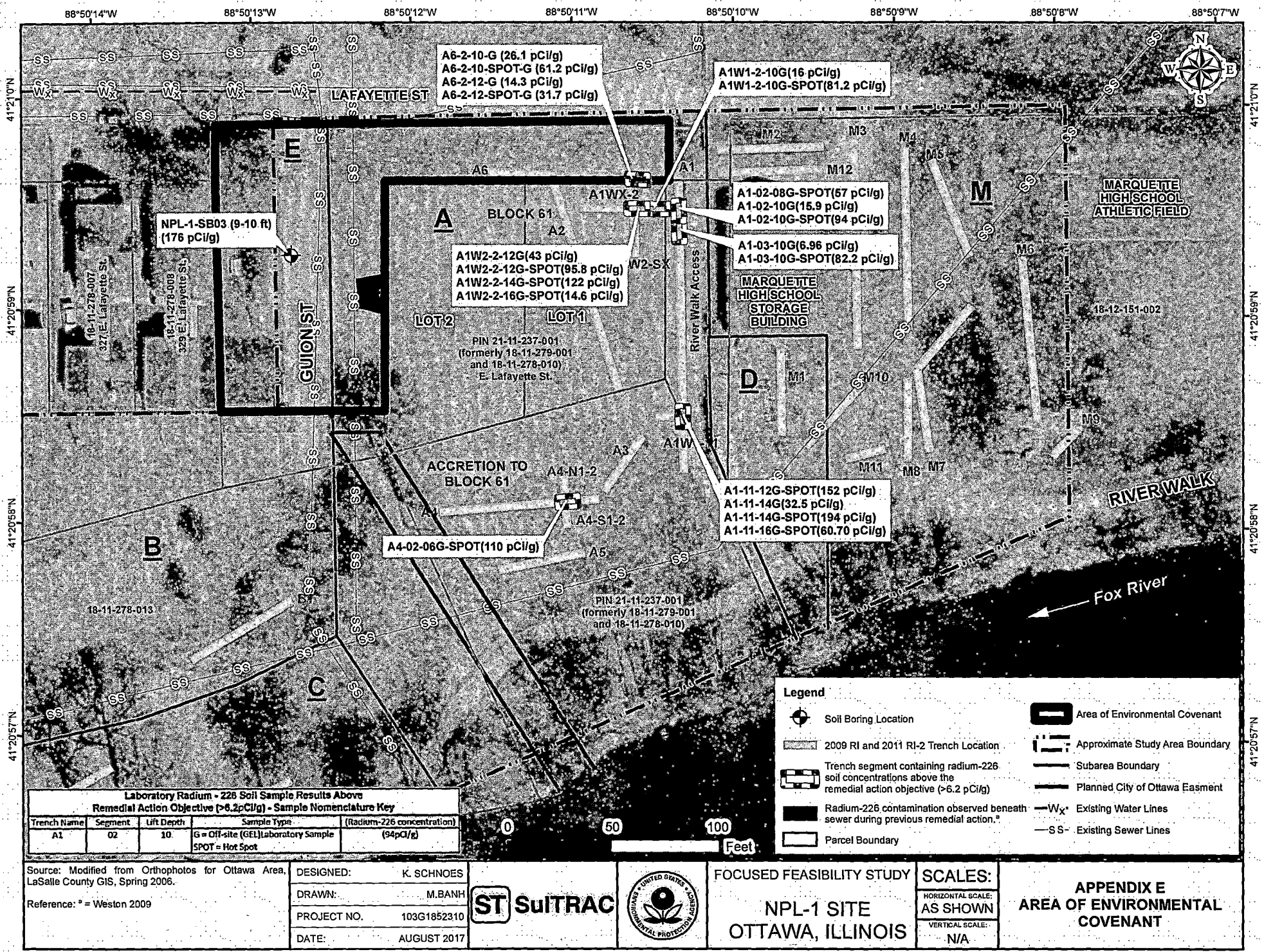
This document and associated checklist outline the minimum health and safety protocol to be implemented by personnel, including city employees and contractors, conducting utility maintenance or any other activities greater than 2 feet below ground surface (bgs) in the area of the Guion Street Environmental Covenant (see Appendix E – Area of Environmental Covenant figure on page 3 of this appendix). The Guion Street Environmental Covenant Area is part of the Ottawa Radiation Areas, NPL-1 Superfund site. The area of environmental covenant contains historical fill material up to 20 feet bgs. The historical fill material consists primarily of slag, ash and cinder, brick, wood, and general debris, as well as natural soils and aggregates that may be contaminated with radium-226. As shown in the figure, soil beneath Guion Street contains 176 pCi/g of radium-226 at a depth of 9 to 10 feet. Also, radium-226 has been detected in soil south of Lafayette Street from 8 to 12 feet bgs at concentrations up to 61.2 pCi/g. The attached Agency for Toxic Substances and Disease Registry radium fact sheet summarizes potential human health effects of radium exposure.

Prior to initiating utility maintenance or any other activities greater than 2 feet bgs, personnel must contact Nabil Fayoumi, U.S. Environmental Protection Agency (EPA), Region 5 at (312) 886-6840 and Adnan Khayyat, Illinois Emergency Management Agency (IEMA), at (217) 782-1329. Any utility maintenance or any other activities conducted greater than 2 feet bgs should be overseen by EPA or IEMA or their representative. EPA or IEMA will provide properly trained personnel, as needed, to conduct monitoring of personnel, equipment, and environmental media, as well as to determine the appropriate disposition of any soil removed as part of the maintenance activities.

If an emergency situation requires maintenance personnel to begin activities before EPA or IEMA representatives can arrive on site, the personnel must provide security to limit public access, minimize potential worker exposure, wear appropriate personal protective equipment, and use plastic sheeting to contain excavated soils and other potentially contaminated material and to prevent contact with surrounding soil until the material can be monitored and characterized. A complete list of minimum health and safety procedures is provided in the health and safety checklist on page 2 of this appendix. A more detailed health and safety plan or procedures will be provided by EPA or IEMA personnel upon arrival to the site, as needed.

**HEALTH AND SAFETY PROTOCOL CHECKLIST
UTILITY MAINTENANCE
GUION STREET ENVIRONMENTAL COVENANT**

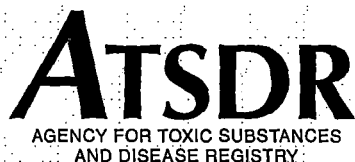
Health and Safety Procedures	Completed
DO contact Nabil Fayoumi, U.S. Environmental Protection Agency (EPA), Region 5 at (312) 886-6840 and Adnan Khayyat, Illinois Emergency Management Agency (IEMA), at (217) 782-1329	<input type="checkbox"/>
DO provide security, including barriers preventing public access, to the work area, equipment, and soil staging areas	<input type="checkbox"/>
DO wear personal protective equipment (PPE), including water-resistant, disposable boot covers (latex, butyl rubber), Tyvek® coveralls, nitrile gloves, and safety glasses	<input type="checkbox"/>
DO use plastic sheeting to contain excavated soils, debris, etc. until the material can be monitored and characterized	<input type="checkbox"/>
DO establish a contamination reduction zone using plastic sheeting for removing boot covers and PPE, laying down potentially-contaminated tools, etc.	<input type="checkbox"/>
DO use dust control (for example, hose or water truck for spraying soil) during soil excavation, saw cutting, etc.	<input type="checkbox"/>
DO contain rainwater or other water runoff (for example, water sprayed for dust control) in contact with potentially contaminated soil; DO NOT allow the water to leave the site	<input type="checkbox"/>
DO NOT allow personnel, PPE, soils, tools, heavy equipment, etc. to leave the site until EPA or IEMA representatives have conducted monitoring and characterization to ensure radium-226 concentrations are below appropriate screening levels	<input type="checkbox"/>
DO minimize possible exposure to the extent practicable by limiting time in potentially-contaminated areas, properly using PPE, avoiding contact with excavated materials, and chemical hygiene (i.e. no eating, drinking, or use of tobacco or cosmetics), including frequent hand washing, prompt removal of potentially-contaminated clothing	<input type="checkbox"/>



ATTACHMENT

**AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY
RADIUM FACT SHEET**

(Two Pages)



RADIUM

CAS # 7440-14-4

Agency for Toxic Substances and Disease Registry ToxFAQs

July 1999

This fact sheet answers the most frequently asked health questions (FAQs) about radium. For more information, call the ATSDR Information Center at 1-888-422-8737. This fact sheet is one in a series of summaries about hazardous substances and their health effects. It's important you understand this information because this substance may harm you. The effects of exposure to any hazardous substance depend on the dose, the duration, how you are exposed, personal traits and habits, and whether other chemicals are present.

HIGHLIGHTS: Radium is a radioactive substance formed from the breakdown of uranium and thorium. Exposure to high levels results in an increased risk of bone, liver, and breast cancer. This chemical has been found in at least 18 of the 1,177 National Priorities List sites identified by the Environmental Protection Agency (EPA).

What is radium?

(Pronounced rā/dē-əm)

Radium is a naturally occurring silvery-white radioactive metal that can exist in several forms called isotopes. Radium is formed when uranium and thorium break down in the environment. Uranium and thorium are found in small amounts in most rocks and soil. Two of the main radium isotopes found in the environment are radium-226 and radium-228.

Radium undergoes radioactive decay. It divides into two parts—one part is called radiation and the other part is called a daughter. The daughter, like radium, is not stable, and it also divides into radiation and another daughter. The dividing of daughters continues until a stable, nonradioactive daughter is formed. During the decay process, alpha, beta, and gamma radiation are released. Alpha particles can travel only a short distance and cannot travel through your skin. Beta particles can penetrate through your skin, but they cannot go all the way through your body. Gamma radiation can go all the way through your body.

Radium has been used as a radiation source for treating cancer, in radiography of metals, and combined with other

metals as a neutron source for research and radiation instrument calibration. Until the 1960s, radium was a component of the luminous paints used for watch and clock dials, instrument panels in airplanes, military instruments, and compasses.

What happens to radium when it enters the environment?

- ☐ Radium is constantly being produced by the radioactive decay of uranium and thorium.
- ☐ Radium is present at very low levels in rocks and soil and may strongly attach to those materials.
- ☐ Radium may also be found in air.
- ☐ High concentrations are found in water in some areas of the country.
- ☐ Uranium mining results in higher levels of radium in water near uranium mines.
- ☐ Radium in the soil may be absorbed by plants.
- ☐ It may concentrate in fish and other aquatic organisms.

How might I be exposed to radium?

- ☐ Everyone is exposed to low levels of radium in the air, water, and food.

ToxFAQs Internet address via WWW is <http://www.atsdr.cdc.gov/toxfaq.html>

- ☐ Higher levels may be found in the air near industries that burn coal or other fuels.
- ☐ It may be found at higher levels in drinking water from wells.
- ☐ Miners, particularly miners of uranium and hard rock, are exposed to higher levels of radium.
- ☐ It may also be found at radioactive waste disposal sites.

How can radium affect my health?

Radium has been shown to cause effects on the blood (anemia) and eyes (cataracts). It also has been shown to affect the teeth, causing an increase in broken teeth and cavities. Patients who were injected with radium in Germany, from 1946 to 1950, for the treatment of certain diseases including tuberculosis were significantly shorter as adults than people who were not treated.

How likely is radium to cause cancer?

Exposure to high levels of radium results in an increased incidence of bone, liver, and breast cancer. The EPA and the National Academy of Sciences, Committee on Biological Effects of Ionizing Radiation, has stated that radium is a known human carcinogen.

Is there a medical test to show whether I've been exposed to radium?

Urine tests can determine if you have been exposed to radium. Another test measures the amount of radon (a breakdown product of radium) in exhaled air. Both types of tests require special equipment and cannot be done in a doctor's office. These tests cannot tell how much radium you were exposed to, nor can they be used to predict whether you will develop harmful health effects.

Has the federal government made recommendations to protect human health?

The EPA has set a drinking water limit of 5 picocuries per liter (5 pCi/L) for radium-226 and radium-228 (combined).

The EPA has set a soil concentration limit for radium-226 in uranium and thorium mill tailings of 5 picocuries per gram (5 pCi/g) in the first 15 centimeters of soil and 15 pCi/g in deeper soil.

The federal recommendations have been updated as of July 1999.

Glossary

Anemia: A decreased ability of the blood to transport oxygen.

Carcinogen: A substance that can cause cancer.

CAS: Chemical Abstracts Service.

National Priorities List: A list of the nation's worst hazardous waste sites.

Picocurie (pCi): A unit used to measure the quantity of radioactive material.

rem: A unit used to measure radiation dose.

References

Agency for Toxic Substances and Disease Registry (ATSDR). 1990. Toxicological profile for radium. Atlanta, GA: U.S. Department of Health and Human Services, Public Health Service.

Where can I get more information? For more information, contact the Agency for Toxic Substances and Disease Registry, Division of Toxicology, 1600 Clifton Road NE, Mailstop F-32, Atlanta, GA 30333. Phone: 1-888-422-8737, FAX: 770-488-4178. ToxFAQs Internet address via WWW is <http://www.atsdr.cdc.gov/toxfaq.html> ATSDR can tell you where to find occupational and environmental health clinics. Their specialists can recognize, evaluate, and treat illnesses resulting from exposure to hazardous substances. You can also contact your community or state health or environmental quality department if you have any more questions or concerns.

